



**Consulting and Technical Services (CATS)
Task Order Request for Proposals (TORFP)**

**System Support and Maintenance
(for Server & Web Based Application)**

CATS TORFP PROJECT NUMBER J00P7200001

**Maryland Department of Transportation
Maryland Motor Vehicle Administration**

ISSUE DATE: September 15, 2006

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KEY INFORMATION SUMMARY SHEET

This Consulting and Technical Services (CATS) Task Order Request for Proposals (TORFP) is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Those Master Contractors deciding not to submit a TO Proposal are required to submit the reason(s) why per Section 3.1 of the TORFP. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS RFP issued by the Maryland Department of Budget and Management (DBM), Office of Information Technology (OIT) and subsequent Master Contract Project Number 050R5800338, including any amendments.

Although information from the Contractors must be sent to concurrent individuals as stated in this Key Information Summary Sheet, all correspondence from MDOT to the Contractors shall be sent only by the MDOT Contracts Manager or designee.

TORFP NAME:	System Support and Maintenance
FUNCTIONAL AREA:	FA6 Systems/Facilities Mgmt. And Maintenance
TORFP ISSUE DATE:	September 15, 2006
Closing Date and Time:	October 6, 2006 at 12:00 pm
TORFP Issuing Office:	Maryland Department of Transportation Maryland Motor Vehicle Administration
Questions and Proposals are to be sent to: Questions shall be submitted no later than 10 working days prior to Task Order Proposal date.	Alberta Galek, agalek@mdot.state.md.us MDOT Contracts Manager – Peter Arrey parrey@mdot.state.md.us MDOT Contracts Administrator – Carl Stein cstein@mdot.state.md.us
TO Procurement Officer	Alberta Galek Procurement Manager Office: 410-768-7033 Fax: 410-768-7090 wbayne@mdot.state.md.us
TO Manager:	Patricia Sines, psines@mdot.state.md.us Computer Network Specialist Manager Office: 410-768-7629 Fax: 410-761-1545
Project Number:	J00P7200001
TO Type:	Time and Materials
Period of Performance:	2 years w/1 one year renewal option
MBE Goal:	30%
Primary Place of Performance:	6601 Ritchie Highway Glen Burnie, Maryland 21060
State Furnish Work Site and/or Access to Equipment, Facilities or Personnel:	Cubicle desk space and networked PC with email and software applications for on-site staff.
TO Pre-Proposal Conference:	September 21, 2006 at 9:00 AM, MDOT Headquarters See Attachment 5 for Directions

NOTICE TO MASTER CONTRACTORS

All CATS Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Those Master Contractors deciding not to submit a TO Proposal are required to submit the reason(s) why per Section 3.1 of the TORFP. If you have chosen not to propose to this TORFP, you must complete and email this notice to the TO Procurement Officer, Peter Arrey. If you are submitting a TO Proposal, we also ask that you take a few minutes and provide comments and suggestions regarding the enclosed TORFP.

TORFP Title: Application Development and Support

TORFP No.: J00P7200001

1. If you have responded with a "not submitting Task Order Proposal", please indicate the reason(s) below:

- ☐ Other commitments preclude our participation at this time.
- ☐ The subject of the TORFP is not something we ordinarily provide.
- ☐ We are inexperienced in the services required.
- ☐ Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
- ☐ The scope of work is beyond our present capacity.
- ☐ Doing business with the State of Maryland is too complicated. (Explain in REMARKS section.)
- ☐ We cannot be competitive. (Explain in REMARKS section.)
- ☐ Time allotted for completion of a Task Order Proposal is insufficient.
- ☐ Start-up time is insufficient.
- ☐ Bonding/Insurance requirements are too restrictive. (Explain in REMARKS section.)
- ☐ TORFP requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
- ☐ MBE requirements. (Explain in REMARKS section.)
- ☐ Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
- ☐ Payment schedule too slow.
- ☐ Other:_____.

2. If you have submitted a Task Order Proposal, but wish to offer suggestions or express concerns, please use the Remarks section below.

Remarks:

Master Contractor

Name:_____Date:_____

Contact Person:_____ Phone ____-____-____email_____

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement. See Section 2.15 for information on change orders.

The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement; administration functions, including issuing written directions; ensuring compliance with the terms and conditions of the CATS Master Contract; and, in conjunction with the selected Master Contractor, achieving on budget/on time/on target (e.g., within scope) completion of the Scope of Work.

1.2 TO AGREEMENT

Based upon an evaluation of TO Proposal responses, a Master Contractor will be selected to conduct the work defined in Section 2 - Scope of Work. A specific TO Agreement, Attachment 2, will then be entered into between the State and the selected Master Contractor, which will bind the selected Master Contractor (TO Contractor) to the contents of its TO Proposal, including the price proposal.

1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the stated date and exact time. The time will be local time as determined by the MDOT e-mail system time stamp. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format. The "subject" line in the e-mail submission shall state the TORFP #J00P7200001. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS TORFP #J00P7200001 Technical". The second file will be the financial response to this CATS TORFP and titled, "CATS TORFP #J00P7200001 Financial".

1.4 MINORITY BUSINESS ENTERPRISE (MBE)

A Master Contractor that responds to this TORFP shall complete, sign, and submit all required MBE documentation (Attachment 2, Forms D-1 and D-2) at the time it submits its TO Proposal. **Failure of the Master Contractor to complete, sign, and submit all required MBE documentation at the time it submits its TO Proposal will result in the State's rejection of the Master Contractor's TO Proposal.**

1.5 EMARYLANDMARKETPLACE FEE

COMAR 21.02.03.06 requires that each Master Contractor that wins a TO Agreement under this TORFP pay a fee to support the operation of eMarylandMarketplace. The fee will be due on each TO Agreement that exceeds \$25,000. The applicable fee will be based on TO value, including any options. Contractors shall pay the fee as provided by COMAR 21.02.03.06 and in accordance with guidelines issued by the Maryland Department of General Services. A copy of COMAR 21.02.03.06 and the guidelines issued by the Maryland Department of General Services can be found on the eMarylandMarketplace website at www.eMarylandMarketplace.com.

The rate(s) or price(s) of the proposal/bid shall include the appropriate fee as per the COMAR 21.02.06.03 fee schedule. Fees may not be quoted as a separate add-on price. A total TO Agreement value that is other than an even dollar amount will be rounded to the nearest whole dollar to determine the appropriate fee level. For example, a total TO Agreement value of \$50,000.49 will be rounded to \$50,000 and a Level 1 fee will apply. A total TO Agreement value of \$50,000.50 will be rounded to \$50,001 and a Level 2 fee will apply.

1.6 CONFLICT OF INTEREST

The TO Contractor awarded the TO Agreement shall provide IT consulting services for State agencies or component programs with those agencies, and must do so impartially and without any conflicts of interest. Each Master Contractor shall complete and include a Conflict of Interest Affidavit in the form included as Attachment 3 this TORFP with its TO Proposal. If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject a Master Contractor's TO Proposal under COMAR 21.06.02.03B.

Master Contractors should be aware that the State Ethics Law, State Government Article, §15-508, might limit the selected Master Contractor's ability to participate in future related procurements, depending upon specific circumstances.

1.7 NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Offerors to review at a reading room at MVA, One Orchard Road, Glen Burnie, Maryland 21062. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement in the form of Attachment 7. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

In addition, certain documentation may be required by the TO Contractor awarded the TO Agreement in order to fulfill the requirements of the TO Agreement. The TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement in the form of Attachment 8.

1.8 LIMITATION OF LIABILITY CEILING

Pursuant to Section 28(C) of the CATS Master Contract, the limitation of liability per claim under this TORFP shall not exceed the total TO Agreement amount established.

SECTION 2 – SCOPE OF WORK

2.1 PURPOSE, AGENCY INFORMATION, BACKGROUND, AND OBJECTIVES

2.1.1 PURPOSE

The purpose of this TORFP is to provide information necessary to prepare and submit proposals to meet particular Motor Vehicle Administration's (MVA's) requirements for expertise in system /facilities management and maintenance services. The systems covered under this TORFP include the Driver License System (DLS), Point of Sale (POS), Document Imaging and Work Flow System (DIWS), Remittance Processing (RP), Automated Compulsory Insurance System (ACIS), Reconciliation System (RECON), Accounts Receivable System (ARS), Project Central and other systems as needed.

2.1.2 MVA INFORMATION

The Maryland Department of Transportation (MDOT), MVA is located at: 6601 Ritchie Highway, Glen Burnie, MD 21062

The MVA is a modal administration of MDOT, and is responsible for the issuance of Motor Vehicle titles, tags, identification cards and licenses. The MVA is focusing its approach to effective and efficient delivery of government services through the implementation of Managing For Results, which is a management approach that focuses on results as well as processes.

2.1.3 PROJECT BACKGROUND

DLS/POS is the system used for the issuance of driver licenses and Identification (ID) cards. The DLS system was implemented to provide additional security features. The system interacts with agencies such as Social Security, American Association of Motor Vehicle Administrations (AAMVA), address database verification, National Driver Registry (NDR), Problem Driver Pointer System (PDPS), Commercial Driver License Information System (CDLIS), and Voter Registration. The system services all Maryland Driver licenses holders, new drivers, and out-of-state and out-of-country drivers converting to Maryland and people requiring ID cards. Therefore the system must have maintenance and support for optimal efficiency.

DIWS is a joint effort with MVA and the current contractor, Science Applications International Corporation (SAIC), for the capture and retrieval of title, registration, administrative adjudication, insurance, accounting and medical advisory documents and two major workflow applications. The system allows all MVA offices to retrieve document images more efficiently. The DIWS system was implemented to streamline efficiency and processes and eliminate storage of paper documents.

ACIS is a joint effort with MVA and the current contractor, MS Technologies (MST), for the processing of insurance cancellations reported by insurance companies, collecting fines associated with lapse of insurance. The system interacts with the MVA mainframe to flag records for non-compliance and the Maryland Central Collection Unit for collection of delinquent accounts. The system is comprised of a Windows 2000 server that support the following applications: ACIS Primary and Backup application and database, CTI application, download and transaction server, EDI/FTP transaction server, Interactive Voice Response (IVR) application, e-FR-19 processing through the WEB and credit card authorization.

The ARS is currently comprised of several independent systems used to track receivables for revenue due related to bad checks, insurance compliance, direct access sale of records, miscellaneous receivables and referrals to the Maryland Central Collection Unit (CCU). This ARS under development will create a central ARS accessible by all MVA personnel. The proposed ARS system will automate the implementation and removal of flags to prevent additional MVA transactions for non-compliance; permit automated referral of delinquent accounts to CCU; improve reconciliation of receivable referrals to CCU; and will interface with the Point of Sale cashiering system to permit real time updates of receivables upon receipt of payment. The system will be comprised of an ARS Primary and Backup server.

Recon is a seamless automated reconciliation process that uses an off-the-shelf software application, referred to as RECON-Plus for Windows developed by Check-free Corporation and crystal reports. The system retrieves data from four sources and will import data, perform the actual reconciliation and generate reports.

Remittance Processing (RP) involves the handling of payments received with the pre-printed renewal notice that the customer has received and returned. The payment processing for vehicle registration renewals, driver license renewals and payment of Administrative Flag Fees are currently automated using Remittance Processing equipment, with the vast majority being registration renewals. The MVA renews in excess of 1.8 million vehicle registrations annually. Approximately 1.0 million renewals are mailed in to the MVA and are processed entirely through the remittance processing system. Renewal data on the pre-printed notice is read by the RPs or input by operators and is transferred to the IBM mainframe computer daily to generate registration cards and stickers for the mail-in customers. Payment data read by the RPs or input by operators is also transferred to the IBM mainframe daily to update the central database and financial systems. The RP will read renewal data and payment information, as well as capture scanned images of the renewal format and payment. A similar process is utilized by driver license renewals and payment of Administrative Flag Fees, however driver license renewals also pass images of the renewal notice and payment to DLS.

Microsoft Project 2000 / 2003 is the project management tool used to administer technology and business projects at the MVA. This application is centrally administered from an administrative-installation-point to facilitate the installation on client workstations and to facilitate the application of MS patches. At the end of the State fiscal year, the associated MS SQL Server databases and the in process-projects they hold are migrated to the databases for the new fiscal year. About 50 clients, members of the Maryland Department of Transportation team and the MVA Technology team, use the application. These clients require both application and project management support.

Separate Microsoft Project Central web sites are used to collect the resource effort applied to the projects managed by MDOT and by MVA. Approximately 150 clients in these two organizations use Project Central to charge time to the projects. The application and database need to be migrated to MS Project 2003 and Project Server.

2.1.4 OBJECTIVES

The objective of this CATS TORFP is to obtain three to six senior and junior qualified personnel to provide on-going System Support and Maintenance for various server applications, web-based applications and as required end user support.

2.2 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES

The MVA is part of the MDOT network. DLS/POS, DIWS, RECON, ARS, ACIS and RP systems operate on a Microsoft (MS) Client Server/Web based system. The DLS/POS system is comprised of three computer subsystems: a Central Server, Branch Servers and Workstations. All DLS/POS systems use MS' Windows 2000 operating systems. DIWS is a clustered server using the Windows Server 2003 operating system. ACIS is comprised of Windows 2000 server that supports the following applications; ACIS Primary and Backup application and database, CTI application, download and transaction server, EDI/FTP transaction server running Windows 2003, IVR application and credit card authorization. ARS is comprised of an ARS Primary and Backup Windows 2000 server.

The System Administrator will be responsible for maintaining the hardware and software for the systems above and other systems as needed. Specific functions of the System Administrator are listed below.

As stated above, MVA is part of the MDOT networking system and operates within that environment, which includes all DLS/POS, DIWS, RP, ACIS, RECON and ARS and other system-related communication, hardware and software access. The System Administrator will have contact as needed with DLS, DIWS, RP, ACIS, ARS, RECON and other system users as well as MVA, and contractor's Management and Technical staff. These vendors may include HP, SAIC, Wausau, MST, RESI and CSC (Computer Science Corporation) as associated with their specific applications.

The TO Contractor shall provide Contractor personnel to work with the Technical Systems Services (TSS) division.

TO Contractor personnel shall have a valid driver's license and own transportation. Contractor personnel shall report to the TSS Network Supervisor and will interface with all levels of management and the work force. TO Contractor personnel shall sign the Privacy Protection Policy. The TO Contractor personnel may also be required to sign additional security forms depending on access to the network and email. The position may involve travel between sites in the surrounding areas as specified in Attachment 13 Branch Locations.

Please note: Proposed staff must be able to pass background investigation that shall include a Criminal Justice Information System (CJIS) and Federal criminal background check, including fingerprinting. Information regarding the hardware and software configurations is available after a non-disclosure agreement has been signed.

The TO Contractor shall be responsible for the following:

Daily:

- (a) Performance monitoring and tuning of server and cluster, database, SQL code and Oracle.
- (b) Monitor system backup
- (c) Backup and recovery of systems and database to include changing tapes and media management (Tape rotation and cleaning tape drives).
- (d) Monitor the size of the database.
- (e) Account setup and maintenance: includes setting security privileges, add, delete and update user access accounts and groups.

- (f) User assistance: assists users in establishing AdHoc queries and views, answer questions and provide guidance on system operation.
- (g) Troubleshooting, problem resolution and diagnostics support.
- (h) Scheduler functions.
- (i) Setup and maintenance of automatic aging, archiving processes, and file imports from various sources.
- (j) Monitor operating systems – check system logs and server processing.
- (k) Monitor available RAID on systems and optical jukebox space.
- (l) Exceptions processing-identify, report and document any system problems. Perform analysis to determine if the problem is user error or system.
- (m) Warranty oversight or maintenance issues as defined in the help desk procedures. The TO Contractor will handle problem until resolved. The TO Contractor may work with several vendors to resolve issues (such as: HP, SAIC, Daly, Dell, MST, Cisco, CSC, Wausau, Unisys and RESI).
- (n) Coordinate system outage-communicate with operations and maintenance organization for system revisions, power outage, software upgrades and fixes.
- (o) Reboot the application file server as necessary.
- (p) Monitor workload balance on each of the servers and make recommendation for upgrades as necessary.

Monthly or as needed:

- (q) Component calibration – monitors and adjust component configuration with documented values.
- (r) Monitor integrity of the systems and perform preventive maintenance and tuning of all servers and peripheral hardware
- (s) Based on evaluation of daily database monitoring, perform database reorganization, extent (space) management, and rebuild indexes.
- (t) Standard Windows 2000 and Windows Server 2003 domain administration.
- (u) System firmware updates to include patches.
- (v) Test and installation of patches and upgrades on servers
- (w) Upgrade system Service packs as necessary.
- (x) Test compatibility of upgrades with existing system configuration prior to upgrade. Client application compatibility.
- (y) Analysis and update as a result of Microsoft vulnerability scan.

As recommended or as scheduled

- (z) Server and workstation install, upgrade and conversion, to include configuring, deploying, and managing Windows 2000 and Windows Server 2003 systems within TCP/IP networks.
- (aa) Evaluate and recommend hardware and software upgrades.
- (bb) Periodically test restore process from system backups

- (cc) Re-image workstations as needed.
- (dd) Rebuild database if a corruption occurs.
- (ee) Database administration as recommended by approved MVA Contractor (such as: HP, MST, RESI (Regional Economic Studies Institute), Wausau and/or SAIC).

Specific skill/expertise required

Production support experience in MS Windows 2000 and 2003 server, TCP/IP, MS Windows 2000 Professional and XP Workstation

- (a) Management of Microsoft Windows 2000, 2003 Server, SQL 2000 and Oracle network and configuration.
- (b) Bachelor's degree in Information Technology or Three (3) years experience installation, operation, maintenance, and support of the above systems. Preferred qualification includes certification as a network engineer.

SQL SERVER 2000

- (a) Monitor and fine tune database performance
- (b) Configure and optimize database storage devices.
- (c) Administer relational database SQL server database.
- (d) Provide DBMS configuration management and controlled introduction of new system releases.
- (e) Maintain and integrate of database resources in Windows 2000
- (f) Install Microsoft SQL Service Pack as necessary.

Specific skill/expertise required

- (a) Windows 2000 and 2003 Server, Windows 2000 Professional, SQL 2000 Standard SPL, v.8.00.534 database experience.
- (b) Configuring, deploying, and managing Windows 2000 and XP systems within TCP/IP networks.
- (c) Knowledge and understanding of Storage Area Network (SAN) systems and clustered servers.
- (d) Knowledge of DLT and LTO tape library technologies.
- (e) Helpdesk Level 2 and 3 experience in a Wide Area Network (WAN) environment
- (f) Knowledge of Back-up systems and software.
- (g) Excellent communication skills (verbal and written) and works well in a team setting.
- (h) Complete tasks independently and must have excellent customer service skills.
- (i) SQL Database, and Active Directory domain experience.
- (j) Experience in a 24 x 7-production environment.
- (k) Enterprise Active Directory services support.
- (l) Knowledge of StarSQL

ORACLE Database

- (a) Database Administration and Support of Oracle 9i and 10g
- (b) Monitor and fine tune database performance
- (c) Configure and optimize database storage devices.
- (d) Provide DBMS configuration management and controlled introduction of new system releases.
- (e) Maintenance and integration of database resources in Windows 2000
- (f) Install Patches and Updates as necessary.
- (g) Monitor and troubleshoot backup of Oracle database.
- (h) Test backup procedures

Specific skill/expertise required

- (a) Monitor the integrity of the database.
- (b) Check object extents and rebuild objects with excessive extents.
- (c) Run Oracle Analyzer
- (d) Monitor and repair chained rows.
- (e) Knowledge and understanding of Storage Area Network (SAN) systems and clustered servers.
- (f) Knowledge of DLT and TLO tape library technologies.
- (g) Helpdesk Level 2 and 3 experience in a Wide Area Network (WAN) environment
- (h) Knowledge of Back-up systems and software.
- (i) Excellent communication skills (verbal and written) and works well in a team setting.
- (j) Complete tasks independently and must have excellent customer service skills.
- (k) Experience in a 24 x 7-production environment.
- (l) Enterprise Active Directory services support.

WINDOW 2000, Enterprise and Windows SERVER 2003 NETWORK

- (a) Support Windows 2000, Enterprise Server and Windows Server 2003
- (b) Oversee operating system performance measurement and tuning.
- (c) Provide Windows 2000 and Windows Server 2003 Network Configuration Management
- (d) Troubleshoot network problems and outages.
- (e) Configure and test operation system release.
- (f) Configure and install service on Server as needed.
- (g) Configure and support Active Directory domain

Specific skill/expertise required

- (a) Windows 2000, Enterprise and 2003 Server, Windows 2000 Professional.
- (b) Configuring, deploying and managing Windows 2000, Enterprise and Windows Server

2003 systems within TCP/IP network.

- (c) Knowledge and understanding of SAN systems and clustered servers.
- (d) Knowledge and experience in configuring and supporting Active Directory domain
- (e) Knowledge of DLT and TLO tape library technologies.
- (f) Helpdesk Level 2 and 3 experience in a WAN environment.
- (g) Knowledge of Back-up systems and software.
- (h) Excellent communication skills (verbal and written) and works well in a team setting. Complete tasks independently and must have excellent customer skills.
- (i) Basic understanding of applications and systems software.

2.3 MITIGATION PROCEDURES

Should an evaluation of any TO Contractor's personnel indicate poor or non-performance, the TO Manager will follow the established mitigation process included as Exhibit C, prior to requesting that the TO Contractor provide a replacement employee.

2.4 PERFORMANCE EVALUATION AND STANDARDS

TO Contractor personnel will be evaluated by the TO Manager on a quarterly basis for each assignment performed during that period. The established performance evaluation and standards are included as Exhibit B.

2.5 ACTIVITY/STATUS REPORTING

The TO Contractor and the TO Requesting Agency shall conduct monthly status meetings when necessary. A monthly work activity report shall be submitted with the invoice to the TO Manager and shall contain, at a minimum, the following information:

- TO Requesting Agency name, TO Number, functional area name and number, reporting period and "Activity Report" to be included in the e-mail subject line.
- Work accomplished during the invoice period.
- Problem areas or deviation from the TO Agreement.
- An accounting report for the current reporting period and a cumulative summary of the totals for both the current and previous reporting periods. The accounting report shall include amounts invoiced-to-date and paid-to-date.

2.6 WORK HOURS

The TO Contractor's assigned personnel working at the State facility shall mostly work during normal business workdays between the hours of 8:00 a.m. and 5:00 p.m., local time, Monday through Friday except for State holidays. TO Contractor personnel will report to the MVA office at One Orchard Road, Glen Burnie, Maryland. The TO Contractor can work flex hours or a standard workweek. Flex hours mean arrive anywhere from 6:30AM-9:30AM and leave

either 8 ½ or 9 hours later depending on lunch schedule (1/2 hour or one hour lunch). The workweek consists of forty-hours (40). Services will also involve evening and/or weekend hours performing planned system upgrades or emergency network support.

2.7 DELIVERABLES

Deliverables will be as follows:

A. Personnel

The TO Contractor shall be responsible for providing, on a continual basis for all assigned tasks, the personnel required in this TORFP within the timeframe required as specified by the TO Manager.

B. Status Reports

Contractor personnel shall submit weekly status reports to the TO Manager and Network Supervisor. The status reports shall be submitted on Friday and shall contain, as a minimum, the following information:

- (a) The activities and status of work done during the week. This includes help desk ticket number and status, maintenance/warranty issues, unresolved issues, assignments and tasks working on, hours worked, leave taken,.

2.8 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology work, which may be created or changed periodically. The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting work execution. These may include, but are not limited to:

- A) The State's System Development Life Cycle (SDLC) methodology at: www.dbm.maryland.gov - keyword: SDLC.
- B) The State Information Technology Security Policy and Standards at: www.dbm.maryland.gov - keyword: Security Policy.
- C) The State Information Technology Project Oversight at: www.dbm.maryland.gov - keyword: IT Project Oversight.
- D) The State of Maryland Enterprise Architecture at www.dbm.maryland.gov - keyword: MTAF Guiding Principles.
- E) The Transportation Enterprise Data Network standards and MDOT Configuration Control Board procedures.
- F) The TO Contractor shall obtain a Criminal Justice Information System (CJIS) State and Federal criminal background check, including fingerprinting, for each individual performing services under this TORFP.

2.9 TO CONTRACTOR STAFF EXPERTISE REQUIRED

The TO Contractor must demonstrate that proposed TO Contractor staff has a level of expertise in all area under Section 2.2 TO Contractor Personnel Duties and Responsibilities, Specific skill/expertise required.

2.10 TO CONTRACTOR QUALIFICATIONS

The TO Contractor shall be capable of furnishing all necessary services required to successfully complete all tasks and work requirements and produce high quality deliverables described herein. The TO Contractor shall demonstrate, in its proposal, that it possesses such expertise in-house or has fostered strategic alliances with other firms for providing such services.

The TO Contractor must be capable of furnishing support personnel that meet the requirements in Section 2 Scope of work.

2.11 SUBSTITUTION OF PERSONNEL

The TO Contractor shall only propose staff available at the time of the TO Proposal and that satisfy the personnel qualifications specified in the Master Contract. In addition, the TO Contractor shall abide by the substitution of personnel requirements in the Master Contract, Section 2.11.

2.12 NON-PERFORMANCE OF PERSONNEL

In the event that MVA is dissatisfied with the TO Contractor's personnel for not performing to the specified standards specified in Section 2 the TO Contractor personnel may be removed at the TO Manager's discretion. Replacement personnel must have qualifications equal to or greater than that of the non-performing person initially proposed and evaluated and accepted in the TO Agreement. The TO Manager will determine the amount of time the TO Contractor has to provide a replacement.

2.13 INVOICING

Invoices shall be submitted monthly. Invoices will reflect costs for hours worked indicated in the weekly status reports. Upon verification and acceptance of the invoices by the TO Manager, payment will be made to the TO Contractor.

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS Master Contract. Invoices for payment shall contain the TO Contractor's Federal Employer Identification Number (FEIN), as well as the information described below, and must be submitted to the TO Manager for payment approval. Payment of invoices will be withheld if a signed Acceptance of Deliverable form – Attachment 6, is not submitted.

2.14 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A) The invoice shall identify the Motor Vehicle Administration as the TO Requesting Agency, deliverable description, associated TO Agreement number, date of invoice, period

of performance covered by the invoice, and a TO Contractor point of contact with telephone number.

- B) The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees and any subcontractor and signed Acceptance of Deliverable form – Attachment 6, for each deliverable being invoiced) submitted for payment to the Motor Vehicle Administration at the following address:

Maryland Motor Vehicle Administration

6601 Ritchie Highway

Glen Burnie, MD 21062

Attention: Accounts Payable, Room 220

The Contractor shall also send a copy of each invoice submitted to the following address:

Patricia Sines

Technical Systems Services

Maryland Motor Vehicle Administration

6601 Ritchie Highway, OIR Building room 201C

Glen Burnie, MD 21062

2.15 CHANGE ORDERS

If the TO Contractor is required to perform additional work, or there is a work reduction due to unforeseen scope changes, the TO Contractor and TO Manager shall negotiate a mutually acceptable price modification based on the TO Contractor's proposed rates in the Master Contract and scope of the work change. No modified tasks shall be performed until a change order is executed by the TO Procurement Officer.

SECTION 3 - TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS TORFP must respond within the submission time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one of two possible responses: 1) a proposal or 2) a completed Notice to Master Contractors explaining why the Master Contractor will not be submitting a proposal.

3.2 FORMAT

If a Master Contractor elects to submit a TO Proposal, the Master Contractor shall do so in conformance with the requirements of this CATS TORFP. The TO Proposal shall provide the following:

3.2.1 THE TECHNICAL PORTION OF THE TO PROPOSAL SHALL INCLUDE:

A) Proposed Services

- 1) Requirements: A detailed discussion of the Master Contractor's understanding of the work and the Master Contractor's capabilities, approach and solution to address the requirements outlined in Section 2.
- 2) Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal.

B) Proposed Personnel

- 1) Identify and provide resumes for all proposed personnel by labor category.
- 2) Certification that all proposed personnel meet the minimum required qualifications and possess the required certifications in Section 2.
- 3) Complete and provide Attachment 4 – Labor Classification Personnel Resume Summary.
- 4) Employees provided by this contract shall complete and sign the MDOT Privacy Protection Policy (Attachment 9) and the Security Advisory Form (Attachment 10).
- 5) Continued employment of each proposed resource will be contingent on certification of a satisfactory background investigation within 14 days of employment. The certification to the MVA shall indicate that the Contractor has completed the required CJIS criminal background check and that the employees assigned to the TORFP have successfully passed this check.
- 6) The background investigation shall include a Criminal Justice Information System (CJIS) and Federal criminal background check, including fingerprinting, for each individual performing services under this TORFP. The state reserves the right to refuse any individual employee to work on State premises or access secure/confidential information based upon certain specified criminal convictions, as specified by the State. See the CATS Master contract (RFP section 2.5.3.2 Security clearance for details.
- 7) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TO Agreement.

C) Subcontractors

- 1) Identify all proposed subcontractors and their full roles in the performance of this TORFP Scope of Work.

D) Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide three examples of work assignments that the proposed personnel have completed that were similar in scope to the one defined in this TORFP. Each of the three examples must include a reference complete with the following:
 - a) Name of organization.
 - b) Name, title, and telephone number of point-of-contact for the reference.
 - c) Type and duration of contract(s) supporting the reference.
 - d) The services provided, scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP.
 - e) Whether the proposed personnel are still providing these services and, if not, an explanation of why services are no longer provided to the client organization.
- 2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any government entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:
 - a) The State contracting entity,
 - b) A brief description of the services/goods provided,
 - c) The dollar value of the contract,
 - d) The term of the contract,
 - e) Whether the contract was terminated prior to the specified original contract termination date,
 - f) Whether any available renewal option was not exercised,
 - g) The State employee contact person (name, title, telephone number and e-mail address).

This information will be considered as part of the experience and past performance evaluation criteria in the TORFP.

E) State Assistance

- 1) Provide an estimate of expectation concerning participation by State personnel.

F) Confidentiality

- 1) A Master Contractor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. Contractors are advised that, upon request for this information from a third party, the TO Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed.

3.2.2 THE FINANCIAL RESPONSE OF THE TO PROPOSAL SHALL INCLUDE:

A) A description of any assumptions on which the Master Contractor's Financial Proposal is based.

B) Completed Financial Proposal - Attachment 1 including:

The Master Contractor should indicate on Attachment 1 the appropriate Labor Category being proposed, and the Fixed Hourly Labor Category Rate. Proposed rates are not to exceed the rates defined in the Master Contract.

SECTION 4 - PROCEDURE FOR AWARDING A TO AGREEMENT

4.1 EVALUATION CRITERIA

The TO Contractor will be selected from among all eligible Master Contractors within the appropriate functional area responding to the CATS TORFP. In making the TO Agreement award determination, MVA will consider all information submitted in accordance with Section 3.

4.2 TECHNICAL CRITERIA

The following are technical criteria for evaluating a TO Proposal in descending order of importance:

- Proposed Staff Experience in previous performance of duties and responsibilities as required in Section 2.
- The Master Contractor's understanding of the work to be accomplished.

4.3 SELECTION PROCEDURES

- 4.3.1 Proposed personnel will be assessed for compliance with the minimum qualifications in Section 2 of the TORFP. Master Contractors' proposing personnel who fail to meet the minimum qualifications will be disqualified and their proposals eliminated from further consideration.
- 4.3.2 TO Proposals deemed technically qualified will have their financial proposal considered. All others will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- 4.3.3 The State will conduct interviews of all personnel proposed in each TO Proposal that meets minimum qualifications.
- 4.3.4 Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- 4.3.5 The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, technical merit has greater weight than price.

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

Commencement of work in response to a TO Agreement shall be initiated only upon issuance of a fully executed TO Agreement, Purchase Order and by a Notice to Proceed authorized by the TO Procurement Officer.

ATTACHMENT 1 PRICE PROPOSAL
PRICE PROPOSAL FOR CATS TORFP J00P7200001
LABOR CATEGORIES

Labor Categories	A	B	C
	Hourly Labor Rate	Total Class Hours	Total Proposed CATS TORFP Price
(Insert Proposed Labor Categories for this TORFP)			
Year 1			
Resource One	\$	2080	\$
Resource Two	\$	2080	\$
Resource Three	\$	2080	\$
Resource Four	\$	2080	\$
Resource Five	\$	2080	\$
Resource Six	\$	2080	\$
Year 2			
Resource One	\$	2080	\$
Resource Two	\$	2080	\$
Resource Three	\$	2080	\$
Resource Four	\$	2080	\$
Resource Five	\$	2080	\$
Resource Six	\$	2080	\$
Year 3 (Optional)			
Resource One	\$	2080	\$
Resource Two	\$	2080	\$
Resource Three	\$	2080	\$
Resource Four	\$	2080	\$
Resource Five	\$	2080	\$
Resource Six	\$	2080	\$
Total Evaluated Price	\$		\$
Authorized Individual Name		Company Name	
Title		Company Tax ID #	
<p>* The Hourly Labor Rate is the actual rate the State will pay for services and must be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower. The hourly Labor Rate must be fully loaded including travel and profit to the company.</p>			

SUBMIT THIS WITH THE FINANCIAL RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS

CATS TORFP # J00P7200001

These instructions are meant to accompany the customized reporting forms sent to you by the TO Manager. If, after reading these instructions, you have additional questions or need further clarification, please contact the TO Manager immediately.

1. As the TO Contractor, you have entered into a TO Agreement with the State of Maryland. As such, your company/firm is responsible for successful completion of all deliverables under the contract, including your commitment to making a good faith effort to meet the MBE participation goal(s) established for TORFP. Part of that effort, as outlined in the TORFP, includes submission of monthly reports to the State regarding the previous month's MBE payment activity. Reporting forms D-5 (TO Contractor Paid/Unpaid MBE Invoice Report) and D-6 (Subcontractor Paid/Unpaid MBE Invoice Report) are attached for your use and convenience.
2. The TO Contractor must complete a separate Form D-5 for each MBE subcontractor for each month of the contract and submit one copy to each of the locations indicated at the bottom of the form. The report is due no later than the 15th of the month following the month that is being reported. For example, the report for January's activity is due no later than the 15th of February. With the approval of the TO Manager, the report may be submitted electronically. Note: Reports are required to be submitted each month, regardless of whether there was any MBE payment activity for the reporting month.
3. The TO Contractor is responsible for ensuring that each subcontractor receives a copy (e-copy of and/or hard copy) of Form D-6. The TO Contractor should make sure that the subcontractor receives all the information necessary to complete the form properly, i.e., all of the information located in the upper right corner of the form. It may be wise to customize Form D-6 (upper right corner of the form) for the subcontractor the same as the Form D-5 was customized by the TO Manager for the benefit of the TO Contractor. This will help to minimize any confusion for those who receive and review the reports.
4. It is the responsibility of the TO Contractor to make sure that all subcontractors submit reports no later than the 15th of each month, regardless of whether there was any MBE payment activity for the reporting month. Actual payment data is verified and entered into the State's financial management tracking system from the subcontractor's D-6 report only. Therefore, if the subcontractor(s) do not submit their D-6 payment reports, the TO Contractor cannot and will not be given credit for subcontractor payments, regardless of the TO Contractor's proper submission of Form D-5. The TO Manager will contact the TO Contractor if reports are not received each month from either the prime contractor or any of the identified subcontractors. The TO Contractor must promptly notify the TO Manager if, during the course of the contract, a new MBE subcontractor is utilized. Failure to comply with the MBE contract provisions and reporting requirements may result in sanctions, as provided by COMAR 21.11.03.13.

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS
FORM D – 1

Certified MBE Utilization and Fair Solicitation Affidavit

This document shall be included with the submittal of the Offeror's TO Proposal. If the Offeror fails to submit this form with the TO Proposal, the TO Procurement Officer shall determine that the Offeror's TO Proposal is not reasonably susceptible of being selected for award.

In conjunction with the offer submitted in response to TORFP No. J00P7200001, I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of ____ percent and, if specified in the TORFP, sub-goals of ____ percent for MBEs classified as African American-owned and ____ percent for MBEs classified as women-owned. I have made a good faith effort to achieve this goal.

OR

After having made a good faith effort to achieve the MBE participation goal, I conclude that I am unable to achieve it. Instead, I intend to achieve an MBE goal of _____ percent and request a waiver of the remainder of the goal. If I am selected as the apparent TO Agreement awardee, I will submit written waiver documentation that complies with COMAR 21.11.03.11 within 10 business days of receiving notification that our firm is the apparent low bidder or the apparent awardee.

2. I have identified the specific commitment of certified Minority Business Enterprises by completing and submitting an MBE Participation Schedule (Attachment 2 - Form D-2) with the proposal.
3. I acknowledge that the MBE subcontractors/suppliers listed in the MBE Participation Schedule will be used to accomplish the percentage of MBE participation that I intend to achieve.
4. I understand that if I am notified that I am the apparent TO Agreement awardee, I must submit the following documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier.
 - (a) Outreach Efforts Compliance Statement (Attachment D-3)
 - (b) Subcontractor Project Participation Statement (Attachment D-4)
 - (c) MBE Waiver Documentation per COMAR 21.11.03.11 (if applicable)
 - (d) Any other documentation required by the TO Procurement Officer to ascertain offeror's responsibility in connection with the certified MBE participation goal.

If I am the apparent TO Agreement awardee, I acknowledge that if I fail to return each completed document within the required time, the TO Procurement Officer may determine that I am not responsible and therefore not eligible for TO Agreement award. If the TO Agreement has already been awarded, the award is voidable.

5. In the solicitation of subcontract quotations or offers, MBE subcontractors were provided not less than the same information and amount of time to respond, as were non-MBE subcontractors.

I solemnly affirm under the penalties of perjury that the contents of this paper are true to the best of my knowledge, information, and belief.

Offeror Name

Signature of Affiant

Address

Printed Name, Title

Date

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS
FORM D – 2

Minority Business Enterprise Participation Schedule

This document shall be included with the submittal of the TO Proposal. If the Offeror fails to submit this form with the TO Proposal, the TO Procurement Officer shall determine that the TO Proposal is not reasonably susceptible of being selected for award.

TO Prime Contractor (Firm Name, Address, Phone)	Task Order Description
Task Order Agreement Number J00P7200001	
List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED

SUMMARY

TOTAL MBE PARTICIPATION:	_____ %
TOTAL WOMAN-OWNED MBE PARTICIPATION:	_____ %
TOTAL AFRICAN AMERICAN-OWNED MBE PARTICIPATION:	_____ %

Document Prepared By: (please print or type)

Name: _____ Title: _____

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS
FORM D – 2

Minority Business Enterprise Participation Schedule (Continued)

List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS
FORM D – 3

Outreach Efforts Compliance Statement

In conjunction with the bid or offer submitted in response to TORFP # J00P7200001, I state the following:

6. Offeror identified opportunities to subcontract in these specific work categories:

7. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit certified MBEs for these subcontract opportunities.

8. Offeror made the following attempts to contact personally the solicited MBEs:

9. ☐ Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements.

(DESCRIBE EFFORTS)

☐ This project does not involve bonding requirements.

10. ☐ Offeror did/did not attend the pre-proposal conference

☐ No pre-proposal conference was held.

	By:	
Offeror Name		Name

Address		Title:

		Date:

SUBMIT WITHIN 10 WORKING DAYS OF RECEIVING NOTICE OF THE POTENTIAL AWARD

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS
FORM D – 4

Subcontractor Project Participation Statement

SUBMIT ONE FORM FOR EACH CERTIFIED MBE LISTED IN THE MBE PARTICIPATION SCHEDULE

Provided that _____ is awarded the TO Agreement in
(Prime TO Contractor Name)
conjunction with TORFP No. J00P7200001, it and _____,
(Subcontractor Name)

MDOT Certification No. _____, intend to enter into a contract by which the subcontractor shall:

(Describe work to be performed by MBE):

- ☐ No bonds are required of Subcontractor
☐ The following amount and type of bonds are required of Subcontractor:

By:

By:

Prime Contractor Signature

Subcontractor Signature

Name

Name

Title

Title

Date

Date

SUBMIT WITHIN 10 WORKING DAYS OF RECEIVING NOTICE OF THE POTENTIAL AWARD

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS
FORM D – 5

Minority Business Enterprise Participation TO Contractor Paid/Unpaid Invoice Report

Report #: _____	CATS TORFP #J00P7200001
Reporting Period (Month/Year): _____	Contracting Unit _____
Report is due by the 15th of the following month.	Contract Amount _____
	MBE Sub Contract Amt _____
	Contract Begin Date _____
	Contract End Date _____
	Services Provided _____

Prime TO Contractor:		Contact Person:	
Address:			
City:		State:	ZIP:
Phone:	FAX:		
Subcontractor Name:		Contact Person:	
Phone:	FAX:		
Subcontractor Services Provided:			
List all unpaid invoices over 30 days old received from the MBE subcontractor named above:			
1.			
2.			
3.			
Total Dollars Unpaid: \$ _____			

**If more than one MBE subcontractor is used for this contract, please use separate forms.

Return one copy of this form to the following address:

Pat Sines, Network Manager Motor Vehicle Administration 6601 Ritchie Highway, Room 201C Glen Burnie, MD 21062 psines@mdot.state.md.us	Minnie Carter, Director EEO Motor Vehicle Administration 6601 Ritchie Highway, Room 200 Glen Burnie, MD 21062 mcarter@mdot.state.md.us
--	--

Signature: _____

Date: _____

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS
FORM D – 6

Minority Business Enterprise Participation Subcontractor Paid/Unpaid Invoice Report

Report #: _____ Reporting Period (Month/Year): ____/____ Report Due By the 15th of the following Month.	CATS TORFP #J00P7200001 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____
MBE Subcontractor Name: _____	
MDOT Certification #: _____	
Contact Person: _____	
Address: _____	
City: _____	State: _____ ZIP: _____
Phone: _____	FAX: _____
Subcontractor Services Provided: _____	
List all payments received from Prime TO Contractor during reporting period indicated above. 1. _____ 2. _____ 3. _____ Total Dollars Paid: \$ _____	List dates and amounts of any unpaid invoices over 30 days old. 1. _____ 2. _____ 3. _____ Total Dollars Unpaid: \$ _____
Prime TO Contractor: _____ Contact Person: _____	

Return one copy of this form to the following address:

Pat Sines, Network Manager Motor Vehicle Administration 6601 Ritchie Highway, Room 201C Glen Burnie, MD 21062 psines@mdot.state.md.us	Minnie Carter, Director EEO Motor Vehicle Administration 6601 Ritchie Highway, Room 200 Glen Burnie, MD 21062 mcarter@mdot.state.md.us
--	--

Signature: _____ Date: _____

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

ATTACHMENT 3 - Task Order Agreement

CATS TORFP # J00P7200001 number.
OF MASTER CONTRACT # 050R5800338

This Task Order Agreement (“TO Agreement”) is made this day of Month, 200X by and between MASTER CONTRACTOR and the STATE OF MARYLAND, Department of Transportation, Motor Vehicle Administration.

IN CONSIDERATION of the mutual premises and the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
 - a. “Agency” means the Motor Vehicle Administration, as identified in the CATS TORFP # J00P7200001.
 - b. “CATS TORFP” means the Task Order Request for Proposals # J00P7200001, dated MONTH DAY, YEAR, including any addenda.
 - c. “Master Contract” means the CATS Master Contract between the Maryland Department of Budget and Management and MASTER CONTRACTOR dated December 19, 2005.
 - d. “TO Procurement Officer” means TO Procurement Officer. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
 - e. “TO Agreement” means this signed TO Agreement between the Motor Vehicle Administration and MASTER CONTRACTOR.
 - f. “TO Contractor” means the CATS Master Contractor awarded this TO Agreement, whose principal business address is (need MDOT address) and whose principal office in Maryland is (need MDOT address)
 - g. “TO Manager” means Patricia Sines of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS TORFP dated date of TO Proposal – Technical.
 - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS TORFP dated date of TO Proposal - FINANCIAL.
 - j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.

ATTACHMENT 3 - TASK ORDER AGREEMENT (CONTINUED)

2. Scope of Work

- 2.1. This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supersede the Master Contract.
- 2.2. The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
- a. The TO Agreement,
 - b. Exhibit A – CATS TORFP
 - c. Exhibit B – TO Proposal-Technical
 - d. Exhibit C – TO Proposal-Financial
- 2.3. The TO Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the TO Agreement. No other order, statement or conduct of the TO Procurement Officer or any other person shall be treated as a change or entitle the TO Contractor to an equitable adjustment under this section. Except as otherwise provided in this TO Agreement, if any change under this section causes an increase or decrease in the TO Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the TO Agreement price shall be made and the TO Agreement modified in writing accordingly. The TO Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the TO Contractor shall be allowed if asserted after final payment under this TO Agreement. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause of the Master Contract. Nothing in this section shall excuse the TO Contractor from proceeding with the TO Agreement as changed.

3. Time for Performance.

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of one year, commencing on the date of Notice to Proceed and terminating on MONTH DAY, YEAR.

4. Consideration and Payment

- 4.1. The consideration to be paid the TO Contractor shall be done so in accordance with the CATS TORFP and shall not exceed \$total amount of task order. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.

ATTACHMENT 3 - TASK ORDER AGREEMENT (CONTINUED)

- 4.2 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS TORFP, but no later than thirty (30) days after the Agency's receipt of an invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.
- 4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is Federal ID number. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the Motor Vehicle Administration, Accounts Payable Department, Room 220, Glen Burnie, MD 21062.
- 4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

IN WITNESS THEREOF, the parties have executed this TO Agreement as of the date hereinabove set forth.

TO CONTRACTOR NAME

By: Type or Print TO Contractor POC

Date

Witness: _____

STATE OF MARYLAND, MARYLAND DEPARTMENT OF TRANSPORTATION, MOTOR
VEHICLE ADMINISTRATION

By: Albert Galek TO Procurement Officer

Date

Witness: _____

ATTACHMENT 4 - Conflict Of Interest Affidavit And Disclosure

A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

B. "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, Offeror, Contractor, consultant, or subcontractor or sub consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

C. The bidder or Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):

E. The bidder or Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date:_____ By:_____
(Authorized Representative and Affiant)

SUBMIT THIS WITH THE TECHNICAL RESPONSE

ATTACHMENT 5 - Labor Classification Personnel Resume Summary

INSTRUCTIONS:

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 050R5800338.
2. Only labor categories proposed in the Master Contractors Technical proposal may be proposed under the CATS TORFP process.
3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements.

For example: If you propose John Smith who is your subcontractor and you believe he meets the requirements of the Group Facilitator, you will complete the top section of the form by entering John Smith's name and the subcontractor's company name. You will then complete the right side of the Group Facilitator form documenting how the individual meets each of the requirements. Where there is a time requirement such as 3 months experience, you must provide the dates from and to showing an amount of time that equals or exceeds mandatory time requirement.

4. Each form also includes examples of duties to perform. The proposed person must be able to fulfill those duties.
5. For each subject matter expert, the State will identify the particular area of expertise and the Master Contractor shall provide proof the individual has qualifications within that area of expertise.
6. Additional information may be attached to each Labor Category Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.

**ATTACHMENT 5 - LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY
(CONTINUED)**

Proposed Individual's Name/Company:	How does the proposed individual meet each requirement?
LABOR CLASSIFICATION TITLE – (INSERT LABOR CATEGORY NAME)	
Education: (Insert the education description from the CATS RFP from section 2.12 for the applicable labor category.)	
Experience: (Insert the experience description from the CATS RFP from section 2.12 for the applicable labor category.)	
Duties: (Insert the duties description from the CATS RFP from section 2.12 for the applicable labor category.)	

The information provided on this form for this labor class is true and correct to the best of my knowledge:

Contractor's Contract Administrator:

Signature

Date

Proposed Individual:

Signature

Date

SUBMIT THIS WITH THE TECHNICAL RESPONSE

ATTACHMENT 6 - Directions to the Pre-TO Proposal Conference

Driving directions for MDOT Headquarters

7201 Corporate Center Dr.

Hanover, Md. 21076

Baltimore:

From 695; Take Baltimore –Washington Parkway (295) south to I-195 towards the BWI airport. Take I-195 to Md. Rte 170 south towards Dorsey. Go to the fifth traffic light and turn left on Stoney Run rd. Take Stoney Run rd. through traffic light to stop sign. Turn left on Old Stoney Run Rd. Take Old Stoney Run Rd. to stop sign at Ridge Rd. and turn right. Take Ridge Rd. to the traffic circle and turn right on Corporate Center Dr. Take Corporate Center Dr. to 7201 on left side of road. Parking is on right side of road.

Washington:

From Baltimore-Washington Parkway (295); Take Baltimore-Washington Parkway North to I-195 and exit towards the BWI Airport (East). Take I-195 towards the BWI Airport to Md. Rte.170. Take Md. Rte. 170 south towards Dorsey. Go to the fifth traffic light and turn left on Stoney Run rd. Take Stoney Run rd. through traffic light to stop sign. Turn left on Old Stoney Run Rd. Take Old Stoney Run Rd. to stop sign at Ridge Rd. and turn right. Take Ridge Rd. to the traffic circle and turn right on Corporate Center Dr. Take Corporate Center Dr. to 7201 on left side of road. Parking is on right side of road.

Annapolis:

From I-97; Take I-97 North to Rte.100 towards Columbia (west). Take Rte. 100 to Rte 170 north towards BWI Airport. Take Rte. 170 to the third traffic light and turn right on Stoney Run Rd. Take Stoney Run rd. through traffic light to stop sign. Turn left on Old Stoney Run Rd. Take Old Stoney Run Rd. to stop sign at Ridge Rd. and turn right. Take Ridge Rd. to the traffic circle and turn right on Corporate Center Dr. Take Corporate Center Dr. to 7201 on left side of road. Parking is on right side of road.

ATTACHMENT 7 - ACCEPTANCE OF DELIVERABLE FORM

Agency Name: Maryland Motor Vehicle Administration

TORFP Title: System Support and Maintenance

TO Manager: Pat Sines (410) 768-7629

To: TO Contractor's Contract Manager

The following deliverable, as required by TO Agreement #J00P7200001, has been received and reviewed in accordance with the TORFP.

Title of deliverable: _____

TORFP Contract Reference Number: Section # _____

Deliverable Reference ID # _____

This deliverable:

☐

Is accepted as delivered.

☐

Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

TO Manager Signature

Date Signed

ISSUED BY THE TO MANAGER AS REQUIRED IN SECTION 2.12 OF THE TORFP.

ATTACHMENT 8 - NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non-Disclosure Agreement (the "Agreement") is made this ____ day of _____ 200_, by and between _____ (hereinafter referred to as "the OFFEROR ") and the State of Maryland (hereinafter referred to as " the State").

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS TORFP #J00P7200001 for TORFP Title. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to _____. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described in Section 1.7 of the TORFP, OFFEROR agrees as follows:

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received under Section 1.7, except in connection with the preparation of its TO Proposal.
2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.
3. OFFEROR shall return the Confidential Information to the State within five business days of the State's Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to the TO Procurement Officer MVA on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: _____

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

SUBMIT AS REQUIRED IN SECTION 1.6 OF THE TORFP

ATTACHMENT 9 - NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is made as of this ____ day of _____, 200__, by and between the State of Maryland ("the State"), acting by and through its Office of Transportation Technology Services (the "Department"), and _____ ("TO Contractor"), a corporation with its principal business office located at _____ and its principal office in Maryland located at _____.

RECITALS

WHEREAS, the TO Contractor has been awarded a Task Order Agreement (the "TO Agreement") for TORFP Title TORFP No. J00P7200001 dated release date for TORFP, (the "TORFP") issued under the Consulting and Technical Services procurement issued by the Department, Project Number 050R5800338; and

WHEREAS, in order for the TO Contractor to perform the work required under the TO Agreement, it will be necessary for the State to provide the TO Contractor and the TO Contractor's employees and agents (collectively the "TO Contractor's Personnel") with access to certain confidential information regarding _____ (the "Confidential Information").

NOW, THEREFORE, in consideration of being given access to the Confidential Information in connection with the TORFP and the TO Agreement, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties do hereby agree as follows:

1. Confidential Information means any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement, regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such. Confidential Information includes, by way of example only, information that the TO Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the TO Agreement.
2. TO Contractor shall not, without the State's prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information provided by the State except for the sole and exclusive purpose of performing under the TO Agreement. TO Contractor shall limit access to the Confidential Information to the TO Contractor's Personnel who have a demonstrable need to know such Confidential Information in order to perform under the TO Agreement and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the TO Contractor's Personnel are attached hereto and made a part hereof as Exhibit A. Each individual whose name appears on Exhibit A shall execute a copy of this Agreement and thereby be subject to the terms and conditions of this Agreement to the same extent as the TO Contractor. TO Contractor shall update Exhibit A by adding additional names as needed, from time to time.
3. If the TO Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the TO Contractor's performance of the TORFP or who will otherwise have a role in performing any aspect of the TORFP, the TO Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.
4. TO Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, to adopt or establish operating procedures and physical security measures, and to take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.
5. TO Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the TO Contractor's Personnel or the TO Contractor's former Personnel. TO Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).
6. TO Contractor shall, at its own expense, return to the Department, all copies of the Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the TO Agreement.
7. A breach of this Agreement by the TO Contractor or by the TO Contractor's Personnel shall constitute a breach of the TO Agreement between the TO Contractor and the State.

8. TO Contractor acknowledges that any failure by the TO Contractor or the TO Contractor's Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages from the TO Contractor and the TO Contractor's Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the TO Contractor or any of the TO Contractor's Personnel to comply with the requirements of this Agreement, the TO Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
9. TO Contractor and each of the TO Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement and the TO Contractor shall provide originals of such executed Agreements to the State.
10. The parties further agree that:
 - a. This Agreement shall be governed by the laws of the State of Maryland;
 - b. The rights and obligations of the TO Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
 - c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
 - d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
 - e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and
 - f. The Recitals are not merely prefatory but are an integral part hereof.

Contractor/Contractor's Personnel:

Name: _____

Title: _____

Date: _____

Motor Vehicle Administration:

Name: _____

Title: _____

Date: _____

SUBMIT AS REQUIRED IN SECTION 1.6 OF THE TORFP

ATTACHMENT 10 - MDOT PRIVACY PROTECTION POLICY

STATE OF MARYLAND DEPARTMENT OF TRANSPORTATION MOTOR VEHICLE ADMINISTRATION

PRIVACY PROTECTION POLICY

In consideration of receiving personal information contained in Motor Vehicle Administration records, I HEREBY CERTIFY on behalf of _____ as its authorized agent this _____ day of _____ 200_____, that:

1. _____ understands that federal laws affect access to and use of computer information including, but not limited to, 15 U.S.C.A. § 278g-3 (Computer Security Act of 1987); 23 U.S.C.A. § 401 (National Driver Register Act); 5 U.S.C.A. § 552 (Freedom of Information Act); 5 U.S.C.A. § 552a (Privacy Act of 1974); 18 U.S.C.A. § 1001 (Computer Fraud and Abuse Act of 1986); 17 U.S.C.A. § 109 (Computer Software Rental Amendments Act of 1990); 15 U.S.C.A. § 1681 (Fair Credit Reporting Act); and, 18 U.S.C.A. §§ 2721 et seq. (Driver's Privacy Protection Act of 1994).
2. The Maryland Department of Transportation Office of Information Resources, its client agencies and their customers also adhere to state data processing security policies as set forth in Executive Order 01.01.1983.18 (Privacy and State Data System Security); Md. Code Ann., Crim. Law §8-606 (Falsification of Public Records) and §7-302 (Unauthorized Access); Md. Code Ann., State Gov't §§ 10-611, 10-616 and 10-626 (Maryland Public Information Act); Md. Code Ann. Transp. II §§ 12-111 to 12-113 (Motor Vehicle Administration Records); and, as published by the Secretary of the Department of Budget and Management from time to time under Md. Code Ann., State Fin. & Proc. § 3-403.
3. _____ and all employees agree to maintain in strictest confidence and not willfully disclose to any person, firm, or corporation information obtained as a result of their access to personal information from Motor Vehicle Records.
4. By signing this agreement, _____ warrants that the signator and all personnel are familiar with all provisions of the federal Driver Privacy Protection Act of 1994, 18 U.S.C.A. §§ 2721 et seq., and with §§ 10-611, 10-616, 10-626 of the State Government Article and §§ 12-111 through 12-113 of the Transportation Article, Annotated Code of Maryland, which limit access to personal information from public records in Maryland. Further, _____ on behalf of itself, its successors and assigns further agrees that all users will abide by the terms of both the federal and state law including, but not limited to, those restricting access to personal information from Motor Vehicle Administration records only to those persons and for those purposes which are permitted under both laws.
5. _____ agrees to keep a record for five (5) years of persons to whom information is re-disclosed under this Agreement, and the purpose for which the information is to be **used**; and, to make that record available to the Motor Vehicle Administration upon request.
6. _____ shall be liable for, and shall indemnify and hold the Motor Vehicle Administration harmless for, any misuse or misappropriation of any personal information in a record obtained from the Administration in connection with this agreement.

7. _____ shall further indemnify the Motor Vehicle Administration for and against any and all losses, damages, judgments, liabilities or similar costs and expenses which arise in whole or part out of acts or omissions by _____ with respect to laws restricting access to and disclosure of vehicle records including, without limitation, reasonable attorneys fees and all other costs of defending against such action or claim.

IN WITNESS WHEREOF, the parties have caused these presents to be executed.

Maryland Department of Transportation
Motor Vehicle Administration

Witness:

By: _____

Date: _____

Date: _____

Purchaser

Witness:

By: _____

Date: _____

Date: _____

Approved as to form and legal sufficiency:

Date: _____

Assistant Attorney General

ATTACHMENT 11 SECURITY ADVISORY FORM

Maryland Department of Transportation Office of Transportation Technology Services
--

This ADVISORY is initiated for INFORMATIONAL purposes only. The following paragraphs shall in no way be construed as a waiver by the undersigned of the rights and protections provided by COMAR (Code of Maryland Regulations) Volume XII Title II Transportation, if applicable, and/or by law or regulation.

The Office of Transportation Technology Services, its client agencies and their customers adhere to state data processing security policies as set forth in Executive Order 01.01.1983.18 (Privacy and State Data System Security); Md. Ann. Code, art. 27 §§ 45A (falsification of public records) and 146 (unauthorized access); Md. Code Ann., State Gov't §§ 10-611, 10-616 and 10-626 (Maryland Public Information Act); Md. Code Ann., Transp. II §§ 12-111 to 12-113 (Motor Vehicle Administration Records); and, as published by the Secretary of the Department of Budget and Management from time to time under Md. Code Ann., State Fin. & Proc. § 3-403.

Federal laws affecting access to and use of computer information include, but are not limited to, the following: 15 U.S.C.S. § 271, 40 U.S.C.S. § 759 (Computer Security Act of 1987); 23 U.S.C.S. § 401 (National Driver Register Act); 5 U.S.C.S. § 552 (Freedom of Information Act); 5 U.S.C.S. § 552a (Privacy Act of 1974); 18 U.S.C.S. § 1001 (Computer Fraud and Abuse Act of 1986); § 17 U.S.C.S. § 109 (Computer Software Rental Amendments Act of 1990); 15 U.S.C.S. § 1681 (Fair Credit Reporting Act); and, 18 U.S.C.S. §§ 2721 et seq. (Driver's Privacy Protection Act of 1994).

Specifically **PROHIBITED ACTS** include, but are not limited to:

1. Unauthorized access to or use of a computer, data or software.
2. Unauthorized copying or disclosure of data or software.
3. Obtaining unauthorized confidential information.
4. Unauthorized modification or altering of data or software.
5. Introduction of false information (public records).
6. Disruption or interruption of the operation of a computer.
7. Disruption of government operations or public services.
8. Denying services to authorized users.
9. Taking or destroying data or software.
10. Creating/altering a financial instrument or fund transfer.
11. Misusing or disclosing passwords.
12. Breaching a computer security system.
13. Damaging, altering, taking or destroying computer equipment or supplies.
14. Devising or executing a scheme to defraud.
15. Obtaining or controlling money, property, or services by false pretenses.

Authorized access to, including **INTERNET** and **INTRANET**, and use of information and computer resources is limited to the **PURPOSE** for which these privileges are granted. All authorized users during the term of their access and thereafter, shall hold in strictest confidence and not willfully disclose to any person,

firm or corporation without the express authorization of the Director, OTTS, any information related to security, operations, techniques, procedures or any other security matters. Any breach of security will be promptly reported to the Director, Office of Transportation Technology Services, designee or security officer.

I acknowledge that I have read and understand the foregoing security advisory.

Date: _____

Name: _____
(Please print or type)

SSN: _____

(Signature)

Badge _____

Logon _____

ATTACHMENT 12 - ACRONYMS

Accounts Receivable System (ARS)

American Association of Motor Vehicle Administrators (AAMVA)

Automated Compulsory Insurance System (ACIS)

Central Collection Unit (CCU)

Commercial Driver License Information System (CDLIS)

Computer Science Corporation (CSC)

Consulting and Technical Services (CATS)

Department of Budget and Management (DBM)

Data Store Windows (DSW)

Disability Permitting System (DPS)

Driver License System (DLS)

Document Imaging and Workflow System (DIWS)

Hewlett-Packard (HP)

Identification (ID)

Interactive Voice Recognition (IVR)

Local Area Network (LAN)

Maryland Department of Transportation (MDOT)

Microsoft (MS)

Motor Vehicle Administration (MVA)

MS Technologies (MST)

National Driver registry (NDR)

Office of Information Technology (OIT)

Point of Sale (POS)

Problem Driver Pointer System (PDPS)

Reconciliations System (RECON)

Remittance Processing (RP)

Science Applications International Corporation (SAIC)

Technical Systems Services (TSS)

Title and Registration Issuance System (TARIS)

Vehicle Emissions Inspection Program (VEIP)

ATTACHMENT 13 - MVA BRANCH LOCATIONS

Annapolis
160 Harry S. Truman Parkway
Annapolis, MD 21401

Baltimore City
2500 Gwynns Falls Parkway
Baltimore, MD 21216

Beltsville
11760 Baltimore Avenue
Beltsville, MD 20705

Bel Air
501 MacPhail Road
Bel Air, MD 21014

Columbia Express
6490 Dobbin Road South
Columbia, MD 21045

Cumberland
13300 Winchester RD, SW
Cumberland, MD 21502

Easton
9148 Centerville Road
Easton, MD 21601

Elkton
105 Chesapeake Blvd, Suite A
Elkton, MD 21921

Essex
1338A Eastern Blvd.
Baltimore, MD 21221

Frederick
1601 Bowman Farm Rd.
Frederick, MD 21701

Gaithersburg
15 Metropolitan Grove Rd.
Gaithersburg, MD 20878

Glenmont Express
12335 C & D Georgia Avenue
Silver Spring, MD 20906

Hagerstown
18306 Col. Henry K. Douglas Drive
Hagerstown, MD 21740

Largo
10251 Central Avenue
Upper Marlboro, MD 20772

Loveville
27351 Point Lookout Road
Leonardtown, MD 20650

Oakland
400 Weber Road
Oakland, MD 21550

Prince Frederick
200 Duke Street
Prince Frederick, MD 20678

Salisbury
251 Tilghman Rd.
Salisbury, MD 21804

Loch Raven/Parkville, Express
8966 Waltham Woods Rd.
Parkville, MD 21234

Waldorf
11 Industrial Park Drive
Waldorf, MD 20602

Walnut Hill Express
16516 South Westland Dr.
Gaithersburg, MD 20877

Westminster
1106 Baltimore Blvd.
Westminster, MD 21157

**EXHIBIT A -TO CONTRACTOR’S EMPLOYEES AND AGENTS WHO WILL BE GIVEN ACCESS TO
THE CONFIDENTIAL INFORMATION**

Printed Name and Address of Employee or Agent	Signature	Date

EXHIBIT B – PERFORMANCE EVALUATION

DATE:

CATS TORFP PROJECT NUMBER (J00P7200001 NUMBER)

EVALUATION PERIOD: XX/XX/XXXX – XX/XX/XXXX

TO MANAGER:

Evaluation Criteria	<u>Rating (Last Quarter)</u>	<u>Rating (This Quarter)</u>	<u>Mediation Required (Yes or No)</u>
<u>All tasks for this reporting period were completed.</u>			
<u>Accuracy of work completed</u>			
<u>Lateness / Punctuality</u>			
<u>Overall satisfaction with Contractor Performance this period.</u>			
<u>Invoices delivered in timely fashion</u>			
<u>Accuracy of Invoices submitted</u>			

Rating

3. Exceeded the customer expectation
2. Met the customers expectation
1. Did not meet the customers expectation

Customer will provide input on any area that did not meet the customer expectation.

EXHIBIT C – MITIGATION PROCEDURES

In the event the contractor fails to meet the expectation of the customer, the following mitigation steps will be followed.

1. Customer will notify the contractor and contractor personnel of the problem (i.e. Chronic lateness, failure to meet deadlines). This will be done in writing in the form of a letter provided in this attachment.
2. Customer may elect to discuss the problem directly with the contractor personnel or with both contractor and contractor personnel to determine the course of action to be taken to resolve the problem and the time frame to resolve it.
3. At the end of the time frame allowed to resolve the problem, the customer will notify the contractor that:
 - The problem has been resolved and there is no longer a need to track this problem
 - The problem is partially resolved and the customer is extending the time to resolve the problem
 - The problem is not resolved and the customer wishes to replace the contractor personnel with another resource agreed upon by both the contractor and customer as outlined in 2.12 NON-PERFORMANCE OF PERSONNEL

Note

Any infraction of a violent or criminal nature shall not follow the above mitigation process. The contractor shall provide a replacement resource upon notification from the customer that an act of violence or of a criminal nature has occurred.

Sample Mitigation Letter

Date:

CATS TORFP PROJECT NUMBER (J00P7200001 NUMBER)

To: TO Contractor

From: TO Manager

SUBJECT Initiation of Mitigation
Or
Request for Replacement Resource

The purpose of this letter is to inform you that MVA has:

___ initiated the mitigation process for a contractor resource

___ is requesting a replacement resource due to a Violent or Criminal act.

Description of problem

Customer will provide a description of the problem.

Mitigation steps where applicable

Customer and contractor personnel / contractor will outline the steps to be taken to resolve the problem.

If the problem is of a Violent or Criminal nature, the customer shall indicate that no mitigation will be applied. The contractor shall provide another resource at this time.

Customer Resolution Date:

Customer will assign a date when the problem is to be resolved. If the problem is not resolved by this date the customer make elect to extend the mitigation period or request a new resource from the contractor.